

**AMENDMENTS TO RESTRICTIVE COVENANTS  
OF BEAUMONT ESTATES SUBDIVISION**

Prepared by and return to:  
Gilder Howell & Associates, P.A.  
P.O. Box 193, Southaven, MS 38671  
662-349-2092

The following are the amendments to the Restrictive Covenants of Beaumont Estates Homeowners Association.

Article II - Membership in Association

Section 2, subsection (b) - Subsection is deleted

Article IV - Covenant for Maintenance and Assessments

Section 3. - Initial Funding - Section is deleted

Section 4. - Initial Maintenance

Amended to read, "The Declarant was responsible for maintaining the Property until June 30, 1998, extended to December 31, 1998, at which time the Association assumed such responsibility."

Section 5. - Regular Monthly Assessments

Amended to read, "Each Member shall be required to pay a regular monthly assessment of Sixty and no/00 dollars (\$60.00) beginning on the first day of the first month following his purchase of the Lot. Payment of the regular monthly assessments shall be made in accordance with Section 8 below."

Section 6. - Changes in Regular Monthly Assessments

Amended to read, "The amount of the regular monthly assessment may be increased annually up to five percent (5%) by the affirmative vote of seventy-five percent (75%) of the Board of Directors present, or by proxy at a regular or special meeting of the Board of Directors of the Association at which a quorum is represented. Any increase in excess of five percent (5%) shall be approved by a majority affirmative vote of a quorum of Members present at the annual or special called meeting of the Membership. The Members shall be given at least sixty (60) days written notice before the effective date of any such change in the monthly assessment. The monthly assessment may be decreased by a majority vote of the Board of Directors."

Section 8. - Payment of Assessment

Amended to read, "The assessments provided herein shall become due and payable, in advance, on the first day of each month. The assessments shall be paid with a check, payable to the Association at 6756 Beaumont Circle, by mail or be deposited in the 'drop box' in the Association Clubhouse, or at such other place as the Board of Directors shall designate by providing at least sixty (60) days prior written notice to the Members."

Section 9. - Remedies upon Non-Payment of Assessments

Amended to read, "Any assessment which is not received by the Association by the fifteenth (15<sup>th</sup>) day of the month shall be delinquent and the Member shall be assessed a late

fee of five dollars (\$5) per month until paid, or such larger sum as may be permitted by Mississippi law. Any Member who shall fail to pay his or her monthly assessment before the fifteenth (15<sup>th</sup>) day of a month shall have his or her rights to use and enjoyment of the Common Area suspended until such time as he or she pays such assessment, late payment fees, or other costs incurred by the Association in connection with the collection thereof. On assessments which are not paid within the forty-five (45) days of the due date, the delinquent member shall be assessed all reasonable cost of collection, including, but not limited to, fees and expenses of a collection agency, reasonable attorneys' fees and expenses, court costs, and all other fees incurred in the collection of the delinquent assessment, including the late payment fees. In lieu of or in addition to the above, the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose this lien against the property."

Section 11. - (Added to Restrictive Covenants.)

Responsibility on Sale of Property

The seller of the property is obligated to notify the Association's Board of Directors, in writing, of the sale of the property. The seller or his or her sales representative, heir, executor, etc. shall request and receive, from the Association, a written statement of any payment, assessment or other charge due the Association, and each assessment, charge(s), etc. will be paid to the Association at or prior to the real estate "closing." All new purchasers of said real estate must read, sign and receive a copy of the By-Laws, Restrictive Covenants and Rules of the Association and agree to the terms included. This is the seller's responsibility.

Article VI - Housing for Older Persons

Section 2. - Restrictions on Sales - Section is deleted

Section 3. (now becomes Section 2) - Restrictions on Occupancy

Amended to read, "All permanent occupants and residents of the Subdivision (including renters, lessees, sub lessees, etc.) must be at least fifty-five (55) years of age, with the exception that a husband or wife who is under fifty-five (55) years of age may permanently occupy and reside in the Subdivision with his or her spouse who is at least fifty-five (55) years of age. If a surviving spouse is less than fifty-five (55) years of age, then the surviving spouse is permitted to continue to occupy the residence. However, no relatives, friends or other persons (including, but not limited to

roommates) may permanently occupy or reside in the Subdivision unless they are at least fifty-five (55) years of age. Proof of age will be required by the Association."

Section 5. (Now becomes Section 4) - subsection (b)

Amended to read, "Children are permitted in the Clubhouse when accompanied and supervised by an owner, an owner's spouse or other permanent resident of the Subdivision."

Section 6. (Now becomes Section 5) - Resale of Lots

Amended to read, "An owner may only resell his Lot to a person who meets the age restrictions contained in Article 6, Section 2 above. These provisions shall apply to all resells, foreclosures, transfers at death, transfers to trusts, and all other transfers unless such Lot will only be occupied by a person or persons satisfying the provisions of Article 6, Section 2 above. Accordingly, proof of age shall be submitted to the Association at least ten (10) days prior to any resale or transfer of a Lot, unless waived by the Association."

#### Article VII - Animals

Section 2. - Permitted Pets

Amended to read, "Subject to the restrictions contained in this Article VII, owners may keep one (1) dog not to exceed sixty (60) pounds in weight. Also, owners may keep two (2) domestic cats and other household pets on or in their respective Lots, provided that such are not kept, bred, or used for commercial purposes."

Section 3. - Permitted Areas

Amended to read, "Pets which are permitted by Section 2 above may only be kept within an owner's property unless on a leash and accompanied and supervised by the owner. However, no pets are allowed in the walking track area, the courtyard area, or in the Clubhouse. Owners are required to clean up after their pets."

#### Article VIII - Garbage

Section 2. Placement of Cans

Amended to read, "Garbage containers may be kept in the rear fence area or the garage of each Lot, except when placed for pick-up on scheduled pick-up days or the night before the scheduled pick-up day. The container is to be removed from the street area as soon as is practicable after garbage pick-up."

#### Article IX - Construction and Use

Section 4. - Quiet Enjoyment

Amended to read, "No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done

thereon which may be or become an annoyance or nuisance to the Subdivision or any part thereof, to include visiting children."

Section 5. - Storage of Vehicles

Amended to read, "No automobiles, recreational vehicles, camping trailers or other vehicles are to be parked or stored on any Lot unless same are in the garage. No motor vehicles or any other vehicle, including but not limited to boats, motors, boat trailers, lawn mowers, tractors, or similar vehicles or equipment may be stored on any Lot for the purpose of repair or storage of same."

Section 7. - Vegetable Gardens. Section is deleted.

New Section 8. - Fences

Amended to read, "No additional fences may be erected."

Article X - General Provisions

Section 5. - Binding Effect

Amended to read, "These Restrictive Covenants shall run with the land and shall bind the property for a term of twenty (20) years from the date hereof, after which they shall be automatically extended for successive periods of ten (10) years unless terminated in accordance with Section 6 below. Amendments may be made during the above time period as per Section 6, Article X."

Section 6. - Amendment

Amended to read, "These Restrictive Covenants may be amended in writing, approved and signed by the owners of not less than seventy-five percent (75%) of the Lots. To be valid and enforceable, any amendment to these Restrictive Covenants must be recorded in the Land Records of Desoto County, Mississippi."

Section 7. - Amendment by Developer - Section is deleted.

Section 9. - FHA/VA Approval - Section is deleted.

Property is located in the City of Southaven, County of Desoto, State of Mississippi, particularly described as follows, to-wit:

Lots 1-33 Beaumont Estates Subdivision, in Section 31, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 56, Page 16, in the office of the Chancery Court Clerk of Desoto County, Mississippi

IN WITNESS WHEREOF, the Declarant has executed these Amendments to the Restrictive Covenants of Beaumont Estates Subdivision, the the 15<sup>th</sup> day of October, 2004.

Giles Colbert

Giles Colbert

President

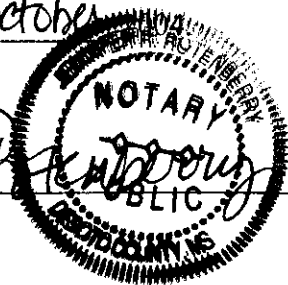
Beaumont Estates Homeowners Association

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the County and State aforesaid, the within named, Giles Colbert, who acknowledged that he is the President of the Beaumont Homeowners Association for Beaumont Estates Subdivision, and that he signed and delivered the above and foregoing Amendments to the Restrictive Covenants on the day and year therein mentioned, for the purposes therein stated, after having been first duly authorized so to act.

SWORN AND SUBSCRIBED before me this 15<sup>th</sup> day of October

Jennifer Henderson  
NOTARY PUBLIC



My Commission Expires:  
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Dec 17, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Prepared by and return to:  
Gilder, Howell & Associates, P.A.  
P.O. Box 193, Southaven, MS 38671  
662. 349- 2092

## AFFIDAVIT


STATE OF MISSISSIPPI  
COUNTY OF DESOTO

My name is Giles Colbert, and I am an adult resident citizen of Southaven, Desoto County Mississippi, and I serve in the capacity of President of the Beaumont Homeowners Association for Beaumont Estates Subdivision, and I have personal knowledge of the facts asserted herein.

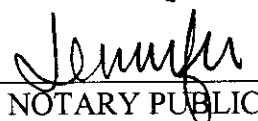
I personally obtained and witnessed the attached signatures of the individuals indicating their acceptance of the Amendments to the Restrictive Covenants of Beaumont Estates Subdivision currently filed in land records of Desoto County, Mississippi Book 318, Page 320.

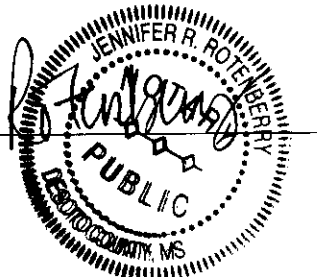
I have complied with provisions set out in the original Restrictive Covenants of Beaumont Estates, Section 6, concerning said Amendments, making these Amendments enforceable by obtaining at least 75% of signatures of lot owners approving said amendments and by recording said amendments in the land records of Desoto County, Mississippi.

FURTHER, THE AFFIANT SAITH NOT.

  
Giles Colbert

SWORN AND SUBSCRIBED before me this 15<sup>th</sup> day of October, 2004.

  
NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Dec 17, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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P.O. Box 193, Southaven, MS 38671  
662-349-2092

Beaumont Homeowners Association, Inc.



Oct 22 4 50 PM '04

An Age Restricted Community

BK 484 PG 717  
CH. CLK.

This is the signature sheet for the voting on the acceptance or non-acceptance of the Amendments to the Restrictive Covenants of the Beaumont Homeowners Association. The signature is mandatory as per Article X – “General Provisions” – Section 6, “Amendments of the Restrictive Covenants of the Association.”

LOT #	NAME	FOR - Signature	AGAINST - Signature
Lot 1	DUNCAN	Nanmie Duncan	
Lot 2	YANCEY	Mildred J. Yancey	
Lot 3	DEBERRY	Margaret DeBerry	
Lot 4	AGNER	Dimple C. Agner	
Lot 5	HARDY/ATKINS	Georgia Hardy	
Lot 6	COLBERT	Bette B. Colbert	
Lot 7	FARLEY	Leggy D. Farley	
Lot 8	JONES	Demogene K. Jones	
Lot 9	WALKER	W. Walker	
Lot 10	MILLER	Donald J. Miller	
Lot 11	VINSON	Virginia Vinson	
Lot 12	WILSON	Gene Wilson	
Lot 13	PORTER	Maya Porter	
Lot 14	MCCANN	Kathleen McCann	
Lot 15	MUNDAY	Kell H. Munday	
Lot 16	SOWELL	Olivia Sowell	
Lot 17	MCAFEE		
Lot 18	SAX	Andry Sax	
Lot 19	FUERST	William Fier	
Lot 20	WILLIAMS	Charles M. Williams	
Lot 21	CRAIN	Gloria F. Crain	
Lot 22	SIEDEL	Robert Siegel	
Lot 23	PADEN/GREENWAY	Carl Greenway	
Lot 24	KYZER	Orrey Kyzer	
Lot 25	SIMS/O'BRIEN		
Lot 26	MCCONNELL		
Lot 27	ANNIS	Gayle M. Annis	
Lot 28	BOWEN	May Bowen	
Lot 29	HALL	Ed H. Hall	
Lot 30	GRAY		
Lot 31	REEVES	Therrie M. Reeves	
Lot 32	NICHOLS	Todd Nichols	

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